

ORIGINAL

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TRANSCRIPT OF PROCEEDINGS

Before the

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

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:
In the Matter of: : CC Docket
Petition of WorldCom, Inc., Pursuant : No. 00-218
to Section 252 (e) (5) of the :
Communications Act for Expedited :
Preemption of the Jurisdiction of the :
Virginia State Corporation Commission :
Regarding Interconnection Disputes :
with Verizon Virginia, Inc., and for :
Expedited Arbitration :
:
In the Matter of: : CC Docket
Petition of Cox Virginia Telecom, Inc., : No. 00-249
Pursuant to Section 252 (e) (5) of the :
Communications Act for Preemption :
of the Jurisdiction of the Virginia :
State Corporation Commission Regarding :
Interconnection Disputes with Verizon :
Virginia, Inc., and for Arbitration :
:
In the Matter of: : CC Docket
Petition of AT&T Communications of : No. 00-251
Virginia, Inc., Pursuant to Section :
252 (e) (5) of the Communications Act :
for Preemption of the Jurisdiction :
of the Virginia Corporation :
Commission Regarding Interconnection :
Disputes with Verizon Virginia, Inc. :
:
- - - - - x Volume 2

Pages 347 thru 655

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of the Virginia Corporation Commission :
Regarding Interconnection Disputes with :
Verizon Virginia, Inc. :
:
- - - - - x Volume 2

Thursday, October 4, 2001
Washington, D.C.

The hearing in the above-entitled matter came on, pursuant to Notice, at 12:05 p.m.

BEFORE:

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KATHERINE FARROBA, Staff

JEFFREY DYGART, Staff

JOHN STANLEY, Staff

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WILLIAM KEHOE

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1 P R O C E E D I N G S

2 (Discussion off the record.)

3 MR. DYGART: Real briefly for the record,
4 I wanted to memorialize our off-the-record
5 discussion about timing questions and
6 cross-examination.

7 Basically, the parties have agreed with
8 respect to panel, subpanels number two and six to
9 waive cross-examination and let staff do their
10 examination of the witnesses on the subpanels, and
11 then possibly do a brief redirect, if it's deemed
12 necessary by counsel.

13 With respect to subpanel five, which we
14 are in the middle of right now, we would like to
15 stick to our earlier goal of getting through this
16 in no more than two hours, reserving half an hour
17 for staff questioning, although we will certainly
18 try to keep it to less than that.

19 So, if that's acceptable to everyone, I
20 think we could start.

21 MR. GARY: Before we get to questioning, I
22 have two housekeeping--two errata sheets I will

1 pass out for the record.

2 One is the corrections Ms. Detch made
3 yesterday to the Verizon Virginia contracts,
4 Exhibit C-1 and C-3, and the second is related to
5 subpanel five and several typographical changes in
6 Verizon Virginia Exhibit 24. And I will pass those
7 out now.

8 MR. DYGART: Okay.

9 MR. GARY: Ms. Detch's comments yesterday
10 on the record, her errata is marked Verizon
11 Virginia Exhibit 33, and the typographical errors
12 on subpanel five is marked Verizon Virginia
13 Exhibit 34.

14 MR. DYGART: Okay.

15 (Verizon Exhibit No. 33 and
16 34 were marked for
17 identification.)

18 MR. GARY: I move the admission of these
19 two documents.

20 MR. DYGART: Do petitioners have any
21 objection to these, or you need more time to review
22 them?

1 MR. FREIFELD: I don't think so.

2 MR. DYGART: Okay. Then exhibits--Verizon
3 Exhibits 33 and 34 are received in evidence.

4 (Verizon Exhibit No. 33 and
5 34 were admitted into
6 evidence.)

7 MR. DYGART: And I think at this point,
8 AT&T, if you're ready, you can resume your
9 cross-examination of the panel.

10 MR. LOUX: Thank you. Ridge Loux for
11 AT&T. And I believe we are focusing now on issue
12 III-12.

13 MR. FREIFELD: Before you begin, yesterday
14 I thought we had established a procedure of
15 finishing issue by issue as opposed to attorney by
16 attorney.

17 MR. LOUX: I apologize.

18 MR. FREIFELD: Either way.

19 MR. DYGART: That's right.

20 MR. LOUX: I think we established that
21 procedure, and Allen is right, and it would make
22 more sense to do that, so I suggest we let WorldCom

1 finish cross-examination on issue III-11.

2 MR. DYGART: Just for the record, the
3 witnesses are reminded that they are still under
4 oath.

5 Whereupon,

6 RICHARD ROUSEY

7 SUSAN FOX

8 JOE GANSERT

9 MARGARET DETCH

10 ROY LATHROP

11 CHUCK GOLDFARB

12 ALAN BUZAROTT

13 MIKE PFAU

14 were called for further examination by the
15 Commission and, having been previously duly sworn
16 by the notary public, were further examined as
17 follows:

18 CROSS-EXAMINATION

19 MR. FREIFELD: Mr. Rousey, would these
20 questions be directed primarily to you dealing with
21 subloop unbundling?

22 MR. ROUSEY: Yes.

1 MR. FREIFELD: If you refer to your July
2 21st direct testimony marked as Exhibit 1 I believe
3 now, page 11, you fault WorldCom's proposed
4 language because, and I'm quoting, I think, from
5 line 15, (reading) WorldCom's proposed
6 Interconnection Agreement attachment three contains
7 several revisions that are virtually identical to
8 provisions of various Commission orders and current
9 portions of the Rules contained in the Code of
10 Federal Regulations.

11 Is that accurate?

12 MR. ROUSEY: That's correct.

13 MR. FREIFELD: Thank you.

14 And you object to including provisions in
15 Interconnection Agreement which are almost
16 identical to the Commission's rules because those
17 rules might change in the future?

18 MR. ROUSEY: Consistent with our
19 applicable law stance, that's correct.

20 MR. FREIFELD: I take it, in spite of that
21 position, you understand that contract terms can be
22 changed pursuant to a change of law provision if

1 the Commission changes the rules? In other words,
2 they're not engraved in stone, if the rules change.

3 MR. ROUSEY: That sounds like--you are
4 asking me what applicable law is?

5 MR. FREIFELD: No, no.

6 I'm saying, Commission has a set of rules.
7 If the Commission changes those rules, the contract
8 can be changed. You are aware of that fact?

9 MR. ROUSEY: The terms--yeah.

10 MR. FREIFELD: You are?

11 MR. ROUSEY: Again, I would almost want to
12 ask for--I'm not necessarily in control of the
13 contract, so it would depend naturally what the
14 change of applicable law is, and what it's in
15 conjunction with. I would assume that the actual
16 contract has to change or not.

17 MR. FREIFELD: Well, for example, you
18 critique WorldCom's language because it's almost
19 identical to Rules contained in the Code of Federal
20 Regulations.

21 What I'm asking you is: Do you understand
22 that if the Commission changes what's in the Code

1 of Federal Regulations, the contract itself can be
2 changed to keep up with that change in the
3 regulations that the Commission promulgates?

4 MR. GARY: That's a legal question as to
5 how changes go about, and that, indeed, is our
6 point, so you just make it applicable law.

7 MR. FREIFELD: I don't think I'm asking
8 for a legal question. I'm asking does the witness
9 understand, as a matter of practice, the contract
10 can be changed.

11 MR. GARY: I think he's testifying to
12 what's there not and not how it would change.

13 MR. FREIFELD: He's criticizing language
14 because it reflects the current applicable law. He
15 criticizes it because he says the law might change.
16 It's a simple question.

17 Do you understand that if the law changes
18 the contract can change?

19 MR. GARY: That's a legal question, see
20 how it would change.

21 MR. DYGART: I think it's a legal
22 question. I think the contract--I think you made

1 your point on this.

2 MR. FREIFELD: That's fine.

3 Would you refer, please, to Section 5.3 of
4 your proposed UNE attachment proposed to WorldCom,
5 page 94 of the document itself. It's Exhibit C-1
6 to Verizon's answer in this proceeding.

7 I have an excerpted page copy, and it
8 would be faster if we distribute that.

9 MR. ROUSEY: That's fine.

10 MR. FREIFELD: In the first sentence of
11 this Section 5-3, do you see there that Verizon
12 indicates a CLEC may access subloop only at an FDI
13 and then only through a C-O-P-I-C, a COPIC?

14 MR. ROUSEY: That's a paraphrase of the
15 sentence, but I see that.

16 MR. FREIFELD: Thank you.

17 I'm distributing now a copy of the
18 Commission's regulations, which I would like you to
19 take a look at, too.

20 (Document chances to Mr. Rousey.)

21 MR. FREIFELD: This is a regulation we
22 were talking about a moment ago. 319(a)(2), you

1 will see "subloop." And at that point the
2 Commission discusses a number of the places where a
3 CLEC might access subloop, and in the last sentence
4 of that regulation, the Commission notes in the
5 regulation, (reading) Such points may include, but
6 are not limited to, the polar pedestal, the network
7 interface device, the minimum point of entry, the
8 single point of interconnection, the main
9 distribution frame, the remote terminal, and a
10 feeder distribution interface.

11 Would you agree that Verizon's list of
12 places where CLEC can access subloop is somewhat
13 smaller than the Commission list in this
14 regulation?

15 MR. ROUSEY: The particular language that
16 you reference in Verizon's contract deals
17 specifically with one specific network element.
18 That would be unbundled distribution. It does not
19 encompass or mean in any way to encompass all of
20 these points.

21 MR. FREIFELD: Is there someplace else in
22 Verizon's contract where all these points are

1 referenced as access points for subloop?

2 MR. ROUSEY: That's covered by our
3 applicable law language.

4 MR. FREIFELD: I see. So, you don't
5 reference these points, but the reference to
6 applicable law is meant to include all of these
7 points?

8 MR. ROUSEY: Yes.

9 MR. FREIFELD: Section 5.3 says, (reading)
10 CLEC may obtain access to a subloop only at an FDI,
11 and then it goes on.

12 Do you see that?

13 MR. ROUSEY: Yes, I do.

14 MR. FREIFELD: Do you see where one could
15 reasonably read that language as restricting a CLEC
16 to an FDI and not being able to use the other
17 points that we just talked about?

18 MR. ROUSEY: That would be calling for an
19 assumption on my behalf. This particular section
20 of the contract--again, as I stated earlier--deals
21 with one subloop product being unbundled
22 distribution facilities. So, anything in this

1 section deals specifically with that product.

2 MR. FREIFELD: You don't think this
3 section, I take it, introduces any ambiguity into
4 the rights of the CLEC with respect to accessing
5 subloop?

6 MR. ROUSEY: Not in my mind, no.

7 MR. FREIFELD: Now, Section 5.3 also
8 requires the CLEC to construct the COPIC that we
9 talked about a moment ago, doesn't it?

10 MR. ROUSEY: It discusses placement of a
11 COPIC, yes, and that would be the CLEC's
12 responsibility.

13 MR. FREIFELD: This refers to a COPIC,
14 though, with the C. Is that the same as the TOPIC
15 that you discussed with Mr. Loux yesterday?

16 MR. ROUSEY: Yes, I'm sorry. Sometimes
17 the terms are used interchangeably.

18 MR. FREIFELD: I think yesterday, in your
19 discussion with Mr. Loux, you noted Verizon's
20 opposition to direct access to the FDI because
21 Verizon does not want CLEC technicians basically
22 touching the FDI and possibly jeopardizing service

1 to your customers.

2 If direct access is understood to mean
3 that there is no requirement for an intermediate
4 device, that is a COPIC, but that CLECs do not have
5 the right to have their technicians making the
6 connections or touching your FDI, is direct access
7 more acceptable as a means of accessing subloop in
8 that instance?

9 MR. ROUSEY: The COPIC solution mentioned
10 in this document is what our proposal is. This
11 is--this is the solution that we put in place.

12 MR. FREIFELD: I'm asking whether you
13 would consider something slightly different. That
14 is, there is no need for a COPIC, no need for an
15 intermediate device. On the other hand, CLEC
16 technicians do not have direct access to an FDI.
17 I'm asking you whether you consider that
18 alternative, or is this language it?

19 MR. ROUSEY: This is our position, this is
20 our product at this point in time.

21 MR. FREIFELD: Do the Commission
22 regulations we have looked at require that access

1 be accomplished only through an intermediate
2 device?

3 MR. ROUSEY: Not that I'm aware of.

4 MR. FREIFELD: With respect to the
5 requirement that the intermediate device be
6 established, WorldCom would have to acquire right
7 of way for that device, the COPIC?

8 MR. ROUSEY: I would not know the answer
9 to that. If right of way is necessary from a local
10 municipality, then the answer to that would be yes.
11 If it's not, then...

12 MR. FREIFELD: Could WorldCom place its
13 COPIC on Verizon's pad where Verizon's FDI is
14 located?

15 MR. ROUSEY: Each case would need to be
16 reviewed specifically.

17 Again, it's dependent on what's necessary
18 to establish that arrangement, so I can't really
19 answer that directly yes or no.

20 MR. FREIFELD: Is the answer maybe it's
21 yes if there's space available, something along
22 those lines?

1 MR. ROUSEY: Not knowing if the situation
2 exists or not, again, I would stand on my answer.
3 If there's space available and it's technically
4 feasible, et cetera, then I would assume that that
5 could be a situation.

6 MR. FREIFELD: Okay. In Section 5-5 of
7 Verizon's proposed language, there is a reference
8 to CLECs providing a five-year forecast of requests
9 for subloop at the FDI, similar or identical to the
10 provision I think you discussed with Mr. Loux
11 yesterday.

12 MR. ROUSEY: It's not on that document.

13 MR. FREIFELD: I did not copy that, but is
14 that subject to check?

15 MR. ROUSEY: Yes.

16 MR. FREIFELD: I think yesterday you
17 indicated that the five-year forecast from the
18 CLECs would be useful to Verizon for planning
19 purposes; is that an accurate characterization?

20 MR. ROUSEY: For planning purposes, right,
21 that one being multifaceted, yes.

22 MR. FREIFELD: Well, that's a question.

1 Does that mean that Verizon would incorporate the
2 forecast provided by the CLEC into Verizon's
3 planning and construction process? Is that the
4 points of it?

5 MR. ROUSEY: Does that mean that we will
6 include? The answer to that would be no, it
7 doesn't mean that we will include. Could it be
8 considered as an option? Yes, it could be
9 considered as an option.

10 MR. FREIFELD: So, the CLEC might be
11 required to provide a five-year forecast to
12 Verizon, and then Verizon may or may not
13 incorporate it into its planning?

14 MR. ROUSEY: Right.

15 Currently, our position is that we don't
16 bill to accommodate UNEs. At this point in time,
17 that would--you know, if we incorporate those into
18 our current plans--and I believe you kind of
19 addressed that yesterday, Joe.

20 MR. GANSERT: I think it's fair to say
21 that you would use the information.

22 This isn't a complicated thing. You're

1 basically asking to create terminations in our FDI,
2 and it would be very useful to the engineer who is
3 going to have to lay out that connection to know is
4 it going to be one cable of a hundred pairs or two
5 cables of 200 pairs. That would certainly be
6 useful information.

7 As we said, five years is sort of a
8 typical time when you are thinking of something
9 like a cable to think about sizing it. You don't
10 want to be going out every three months and putting
11 in a new cable.

12 MR. FREIFELD: That's why I asked if the
13 CLEC provides the five-year forecast where you
14 actually act upon it, actually use it in your
15 construction.

16 MR. GANSERT: I would say in creating the
17 COPIC arrangement, we would lay it out reasonably
18 to accommodate that, if at all possible, if that
19 was at all possible.

20 MR. ROUSEY: I apologize for interrupting,
21 but again as I mentioned, planning is a
22 multifaceted-type word. One of the options or part

1 of planning is naturally the staff, our centers
2 accordingly to accommodate necessary order flows to
3 get through in a complete fashion, et cetera. So,
4 I guess I'm saying, operationally, from an
5 operational perspective, "operations" is a big
6 word: Planning, putting facilities in--that's one
7 part of planning. The other part is the whole
8 business process, from ordering to service
9 fulfillment to service assurance.

10 MR. FREIFELD: What you're saying is there
11 is a variety of Verizon facets, operations, that
12 would take into account the CLEC forecast?

13 MR. ROUSEY: Yes, that could take account.

14 MR. FREIFELD: That comes to the next
15 question. Would Verizon be willing to commit in
16 the Interconnection Agreement that if the CLEC
17 provides this five-year forecast that you will, in
18 fact, take account of it--that is, bill to meet
19 that forecast or some way accommodate it--given
20 that you're asking that the forecast be provided as
21 a condition of providing the subloop?

22 MR. ROUSEY: If you're asking are we

1 willing to commit in the contract to build, to
2 provide UNE, the answer would be no.

3 MR. FREIFELD: Thank you. That's all the
4 questions on this issue.

5 MR. DYGART: Great. Issue III-12.

6 CROSS-EXAMINATION

7 MR. LOUX: Thank you. Ridge Loux for
8 AT&T.

9 Ms. Detch, do I assume that by virtue of
10 your having offered Exhibit 33 yesterday that you
11 would be the person on the panel most familiar with
12 this issue?

13 MS. DETCH: Correct.

14 MR. LOUX: Then I will address a few
15 questions to you, if I may.

16 In your testimony, your direct testimony,
17 Verizon Exhibit 1, at page 21, and I believe also
18 in your contract, Section 11215--I'm sorry,
19 11.2.15.1, Verizon makes the case that only
20 continuous strands of fiber need be provided to
21 CLECs.

22 Would that include fiber that has been

1 spliced together?

2 MS. DETCH: Correct. If the fiber is
3 already spliced together and both ends terminate at
4 an accessible terminal, it's one direct route, and
5 it would be dark fiber.

6 MR. LOUX: Let's assume a fiber pair that
7 has required splicing at some point on the
8 route--I'm sorry--that would--when engineered and
9 installed, had a splice case and the fibers were
10 not spliced, that same route would not be available
11 as dark fiber to a CLEC if it were to request it;
12 is that correct?

13 MS. DETCH: That's correct.

14 And in the UNE Remand Order, it very
15 clearly states that dark fiber is unlit fiber
16 between two points, and it's readily called into
17 service.

18 MR. LOUX: So, then do I understand you to
19 be saying that, in the first case, that fiber does
20 connect two points and in the second case it does
21 not?

22 MS. DETCH: Right. If fibers are already

1 spliced together and terminate the two accessible
2 terminals, that's a route, a direct route, that
3 Verizon has in place, and it's readily called into
4 service.

5 If you're looking at different pieces of
6 fiber and splicing it all together, now we are
7 talking about Verizon constructing a route that's
8 not readily available today, not easily called into
9 service, and doesn't fall into the definition of
10 unbundled dark fiber.

11 MR. LOUX: I didn't mean to cut you off.
12 Were you finished?

13 MS. DETCH: I'm finished.

14 MR. LOUX: If the fiber route between
15 point A and point B had in between points A and B a
16 splice case where the fiber had not been spliced,
17 would not Verizon simply, to readily call that into
18 service, enter that splice case and splice the
19 fiber?

20 MS. DETCH: No, Verizon would not do that
21 for unbundled dark fiber. Again, that would be
22 constructing a new route.

1 MR. GANSERT: I think more than that, that
2 is certainly not a common or typical operating
3 procedure of Verizon. Indeed, it's something that
4 is almost never done. One doesn't plan and build
5 fiber with the idea of going back and re-opening
6 splices and touching them. To the contrary, one
7 builds with the intent that you won't ever have to
8 go back.

9 In fact, if additional work is to be done,
10 it's splicing is pre-positioned so that additional
11 work can be done to add on whatever parts of the
12 network need to be added later. That would be part
13 of the construction. You don't just put fiber out
14 there and say maybe we will go back some day and
15 hook a couple of pieces together.

16 MR. LOUX: I appreciate that elaboration,
17 but I'm trying to envision a point in which that
18 perhaps had not been anticipated, and there is a
19 route from A to B, and it involves a splice case
20 intermediate to that route, the fiber has didn't
21 spliced but is readily accessible and can be.

22 And do I understand your testimony to be

1 that Verizon would not do that for a CLEC but could
2 do it for itself?

3 MS. DETCH: First of all, you
4 mischaracterized it. If there's two different
5 routes of fiber that aren't connected together that
6 is in the route, and what you're looking for is for
7 Verizon to create a route that's not available
8 today and not readily called into service, that's
9 not terminated at two points at which equipment can
10 be deployed or cross-connect can be affixed. So,
11 that isn't something we do for unbundled dark
12 fiber.

13 Nor do we go out and just connect dark
14 fiber for ourselves and not use it.

15 When and if Verizon splices fiber
16 together, they're splicing cables in its entirety,
17 not a strand here and a strand there, to create a
18 fiber route.

19 MR. LOUX: I'm not trying to belabor the
20 point, but let's assume, for example, that there is
21 a CO in Arlington and a CO at Dulles, and there is
22 a fiber strand between the two COs. Is that okay?

1 MS. DETCH: Yes.

2 MR. GANSERT: Just laying there by itself?

3 MR. LOUX: Not on the ground, no, but it's
4 in the plant. It's there--

5 MS. DETCH: And it's terminated at the
6 first central office and terminated at the second?

7 MR. LOUX: Yes.

8 MS. DETCH: Okay.

9 MR. LOUX: But it's spliced somewhere in
10 between.

11 MS. DETCH: So, two cables are already
12 spliced together to create one continuous fiber
13 route?

14 MR. LOUX: I'm sorry, I misspoke.

15 It is not continuous by your definition.
16 There is a splice case somewhere between there.
17 Let's assume, for example, Tysons Corner, at a CO
18 somewhere at Tysons Corner, and it's not spliced.
19 There is a splice case, but it's not spliced. And
20 Verizon were to go from Arlington to Dulles, how
21 would it get there?

22 MR. GANSERT: First of all, let me stop

1 you there with your hypothetical. Splice cases
2 aren't in central offices; that's the whole
3 problem. There is no fiber cable that doesn't have
4 splice cases every few thousand feet at minimum
5 along it. There are hundreds of splices in any
6 real fiber cable, and you're asking us to accept a
7 hypothetical which is just not a realistic
8 hypothetical. Fiber is not just placed out in
9 pieces and allowed to lay there unspliced.

10 MR. LOUX: Fix my hypothetical to make it
11 realistic. Would Tysons Corner be involved or
12 something whether there would be a splice case?

13 MR. GANSERT: If the fiber enters the
14 building, then probably there may be a splice in
15 the vault. The cable may run directly from the
16 vault up to the fiber distribution frame. In fact,
17 that may be more typical.

18 MR. LOUX: I'm trying--

19 MR. GANSERT: You try to avoid splicing
20 fiber when you can. It's not a very good thing to
21 do.

22 MR. LOUX: All I'm trying to establish is

1 if there were situations such as that, and if there
2 were space at Tysons Corner in which the splice
3 that hadn't been made could be made by Verizon, is
4 that how Verizon would get from Arlington to
5 Dulles?

6 MS. DETCH: I don't think Verizon would--

7 MR. LOUX: For itself.

8 MS. DETCH: --lay fiber in two pieces and
9 never fully construct it to create a route.

10 MR. GANSERT: The best way to describe
11 it--I'm not sure what you're trying to get at, but
12 if we were building a fiber route, and we were
13 creating fiber both between the two end points and
14 dropping off some of the fiber at the intermediate
15 point, when we constructed it, that would be part
16 of the plan, so we might take a larger cable,
17 splice some of it in such a way that there were
18 continuous fibers between--I forget the two
19 ends--Dulles and Arlington, and splice other pieces
20 of it so they were continuous between Tysons Corner
21 and the other two ends, that's the typical way that
22 fiber cable is constructed.

1 But when you were done with the
2 construction, all the fiber splices would be done.
3 They would all be sealed up. They would all be
4 hermetically sealed and intended never to be
5 touched again. That's the way they are built.

6 They're not accessible points; that's the
7 problem. You're saying, what if you had accessible
8 splice? It's a contradiction in terms. They're
9 not designed to be accessible points. They're not
10 designed to be accessible points.

11 MR. LOUX: Let's go to that point. I
12 believe, as you just said, a spliced point is not
13 an accessible point; is that right?

14 MR. GANSERT: In an operational sense,
15 it's not designed to be an accessible point in
16 network capacity, that's right.

17 MR. LOUX: But it's not technically
18 infeasible--it is not technically feasible to
19 access fiber at a splice point; is that true?

20 MR. GANSERT: Actually, I could climb up a
21 pole anywhere along the route and cut the cable and
22 access it, but that wouldn't be operational

1 accessibility. The only difference is that splice
2 points happen to be places where we had to put the
3 cable together, so we did the operation of splicing
4 and then encased it in a vehicle to protect it from
5 being--to replace the sheath, really, of the cable.

6 So, a splice case is no more accessible
7 than a fiber sheath itself.

8 MR. LOUX: Well, you used this term
9 "splice case," and indeed I think that's the term
10 used in the UNE Remand Order that you cite in your
11 testimony.

12 I'm just trying to establish, the splice
13 case and the splice point are not necessarily one
14 and the same, are they? In other words, a splice
15 point can occur somewhere else other than a splice
16 case?

17 MR. GANSERT: Not outside, no. In other
18 words, you're saying there might be a splice inside
19 a building that we don't put a case around?

20 MR. LOUX: Right.

21 MR. GANSERT: There would always be some
22 protective device around it. Whether it would be

1 the same type of case that's designed to be out in
2 an outside plant environment or something that
3 doesn't have to be as rigorous, but you would not
4 go into a vault, a cable vault, which is in the
5 basement of buildings where splicing is sometimes
6 done, you wouldn't go in there and find fiber
7 laying around with splices open. You would find
8 them mechanically protected by some kind of splice
9 case, definitely.

10 MR. LOUX: In fact, if you know, isn't
11 access to fiber at splice points something that's
12 available in the Verizon Massachusetts tariff?

13 MR. GANSERT: I don't know the tariff
14 language. There are many things that we have been
15 told to put in tariffs that unfortunately are not
16 the most operationally feasible thing to do.

17 MR. LOUX: Okay. One more line of
18 inquiry. I will try to be brief.

19 Let me ask you, either of you, about how
20 it is that a CLEC would learn--how it would order
21 fiber. I believe in your direct at page 24 you
22 said it is a two-stage process. Could you tell me

1 how that would work, how a CLEC would ask for it.

2 MS. DETCH: The first step for CLEC
3 ordering dark fiber is to submit a dark fiber
4 inquiry which they put down two points between
5 which they would like unbundled dark fiber. That
6 form is sent electronically to a group that is sent
7 to the appropriate planner, whether it's an
8 interoffice planner or the local loop planner, who
9 will look at the available records, whether it's
10 the TIRKS database or paper records and plant
11 records, to determine if there is available fiber.

12 Once that inquiry is complete, if the
13 response is yes, we have available dark fiber, the
14 CLEC can proceed to order unbundled dark fiber via
15 submitting an ASR.

16 MR. LOUX: So, if a CLEC were to ask for
17 dark fiber from point A to point B, and the answer
18 that there were no fiber available between those
19 two points, would there be a process by which a
20 CLEC could find available alternative routes?

21 MS. DETCH: Verizon offers an optional
22 engineering service. Upon request from the CLEC,

1 we could produce a serving wire center fiber map.
2 What we will do is prepare an estimate on how long
3 it will take to create the map and the costs
4 involved, send the estimate to the customer. If
5 they decide they wanted to proceed with getting the
6 map, they sign the contract for the time and
7 materials estimate, and they submit the payment,
8 and Verizon will produce the serving wire center
9 map. That map will show where there is fiber
10 within that serving wire center.

11 MR. LOUX: Have any CLECs ever taken you
12 up on that offer?

13 MS. DETCH: We had a few requests for
14 CLECs for fiber serving wire center maps, yes.

15 MR. LOUX: So, to finish this out, if
16 there were no fiber available from A to B, but
17 there were, back to our continuous strand, fiber
18 from A to C and from C to B, would there be a way,
19 short of this process, by which a CLEC could learn
20 about that?

21 MS. DETCH: I know in the dark fiber
22 inquiry, if there is only one or two routes in

1 between, they will let the CLEC know where those
2 offices are.

3 MR. LOUX: And since, as I understand the
4 testimony, that's not continuous, in order for the
5 CLEC to obtain the route from A to B via C, how
6 would a CLEC go about doing that?

7 MS. DETCH: The CLEC would submit two dark
8 fiber inquiries, one from the route A to C, and the
9 second from C to B, if I have the analogy right.
10 If there is fiber available at both those routes,
11 the CLEC would submit their ASRs, and the CLEC at
12 the mid point--I guess the C scenario?

13 MR. LOUX: Yes.

14 MS. DETCH: --would at that point install
15 whatever equipment they need, power equipment or
16 cross-connect, to create and build their fiber
17 route.

18 MR. LOUX: I have no further questions.
19 Thanks.

20 MR. FREIFELD: I'm distributing Verizon
21 proposed dark fiber terms to WorldCom. It's a
22 xeroxed copy of it. I would just like to direct

1 your attention to a handful of the terms.

2 In Section 7.1, the last sentence reads,
3 (reading) Except as otherwise required by
4 applicable law, the following terms and conditions
5 apply to Verizon's dark fiber offering.

6 What does that sentence mean?

7 MS. DETCH: If the applicable law is
8 different than what is required under the UNE
9 Remand Order, then Verizon will modify its terms
10 and conditions to be in accordance with the law.

11 MR. FREIFELD: In other words, you're
12 saying if the following terms and conditions are
13 not consistent with applicable law, Verizon will
14 change the following terms and conditions? Is that
15 what that sentence means?

16 MS. DETCH: In the area where that's
17 required, correct.

18 MR. FREIFELD: Thank you.

19 If you refer to Section 7.2.2, the last
20 sentence there reads, (reading) Unused fibers
21 located in a cable vault or a controlled
22 environmental vault, manhole or other location

1 outside the Verizon wire center and not terminated
2 to a fiber patch, are not available to CLEC.

3 So, these fibers are unused, they are
4 dark, but nonetheless they are not available to a
5 CLEC?

6 MS. DETCH: These fibers do not meet the
7 definition of unbundled dark fiber, fiber that is
8 terminated at an accessible terminal. And if these
9 fibers are not terminated to an accessible
10 terminal, it would require further construction
11 work such as splicing, maybe actually ordering and
12 installing equipment at a point where it's not
13 there. So, that would not be available to a CLEC
14 in accordance with the definitions under the UNE
15 Remand Order.

16 MR. FREIFELD: These unused fibers located
17 in the cable vault that are not terminated, what do
18 they look like? Is it basically a coil of excess
19 fiber, 25 feet or something?

20 MR. GANSERT: Well, more likely it's--I'm
21 not sure how often this is really going to happen
22 anyway, but more likely it's a stub, what we call a

1 "stub" of a cable. It's a whole cable that has not
2 yet terminated. It's there for some reason.
3 Perhaps it's part of a plan that's being
4 implemented.

5 Or it could be part of a cable that was
6 just--it seems unusual to me, but it could happen
7 that way--it's wasted in a way, the amount of fiber
8 to be terminated, the amount of pairs that were in
9 the size cable that was bought because cables don't
10 come in exactly every size. There was some
11 additional fiber in it, or typically we use ribbon
12 cable, cable units, there were some ribbons not
13 needed. They were never terminated, so they were
14 left there uncut. They were left inside the sheath
15 unterminated.

16 MR. FREIFELD: You characterized them as
17 unneeded or wasted. In spite of that fact, because
18 of your definition of what dark fiber is, they're
19 not available to a CLEC?

20 MR. GANSERT: They're not available
21 because they're not terminated. That's exactly the
22 point, that--

1 Again, we are stretching, covering a
2 situation that might happen probably more likely in
3 an environmental vault than in a central office
4 vault. Most fiber that comes to the central office
5 is terminated.

6 But in an environment vault, which would
7 be a long fiber route and where there might very
8 well be--you might have a mismatch between the
9 cable size and the cable requirement, or even more
10 likely that you're tapering the cable, which means
11 you're reducing the size of it as you move outward.
12 There may very well be some cable that is not
13 terminated. And the reason why, it's just not
14 terminated, that it's unusable where it is. You
15 would have to do additional splicing work. You
16 would actually have to place cable to make it
17 usable.

18 MR. FREIFELD: It could be made usable by
19 a CLEC if a CLEC was allowed to splice its cable to
20 this cable and CLEC places its electronics at the
21 end, then it would be terminated?

22 MR. GANSERT: If the CLEC were allowed to

1 open--first of all, you said where is the cable?
2 It's always going to be inside the splice case,
3 it's going to be part of the splice. It's an
4 unused part of the cable that's in the splice.

5 If it's a whole cable sitting there
6 unused, that has to be part of uncompleted project.
7 You're never going to find a cable sitting there
8 unterminated. What we are talking about is
9 sometimes in splicing the cable to this point, not
10 all of the pairs are spliced. Some of them have
11 just been left, but they're inside a sealed splice.

12 So, what you're saying is could somebody
13 use it by opening up our splice, getting access to
14 the individual fibers that are protected inside the
15 splice, and somehow splicing them, theoretically
16 it's possible, but for all the reasons we're are
17 talking about, it's just not an operationally
18 reasonable thing to do without risk of damaging the
19 cable that's already been spliced.

20 MR. FREIFELD: I think earlier you said it
21 just sort of ends. It's not terminated, not
22 spliced to anything else. It's part of an

1 uncompleted project. What is it spliced to? I
2 think you just said it's spliced.

3 MR. GANSERT: No, I'm saying--and maybe we
4 have to think about the--use terms, mechanically
5 understand what we are talking about when we are
6 talking about a fiber cable. A fiber cable, any
7 cable, consists of a physical outside protective
8 thing we usually call the sheath.

9 MR. FREIFELD: Plastic?

10 MR. GANSERT: Plastic, but typically fiber
11 cable has a plastic protective sheath with some
12 metallic membrane or metallic cabling things in
13 there to give it strength so it won't break when
14 it's hung up.

15 Inside this sheath, inside the protective
16 tube is the actual fibers, these very tiny fibers.
17 Typically in large cables, they're organized into
18 units of 12 that people call "ribbons." When you
19 saw one, it's what it looks like, ribbon. What we
20 are saying is, in terminating a cable for various
21 practical reasons, particularly at an intermediate
22 point like a remote terminal, some of the cable may

1 be terminated and spliced at that point and
2 terminated into the electronic equipment. Some of
3 it that continued on you may no longer have a need
4 for, you may not be going to use, so you will just
5 cut that right there. You reseal the splice
6 because all the other ribbons and fibers that are
7 inside the cable are spliced together.

8 So, what we are talking about is this
9 little subpiece of the cable, the actual fibers
10 themselves that are left spare and dangling or
11 hanging there unused. Not a whole cable, not the
12 physical sheath. That's not just going to occur.
13 You're not going to walk into one of our vaults and
14 find a fiber cable that for some reason we put in
15 there and didn't use. It's just not practical or
16 sensible.

17 MR. FREIFELD: I'm not suggesting the
18 entire fiber cable is in that state, but one strand
19 out of twelve, for example, is not terminated.

20 MR. GANSERT: Right. That's a very
21 reasonable scenario.

22 What I'm saying is what you would find is

1 that inside the splice that has the other eleven
2 ribbons or--one strand I don't think you would ever
3 find, but in reasonable splicing units, six or
4 twelve typically, you might find one unit of fiber
5 that you typically splice that for practical
6 reasons is unusable, and that's left there, but
7 it's hidden inside the splice with the other
8 ribbons. It's not an inaccessible place.

9 MR. FREIFELD: All right. If we could
10 continue with your proposed contract, Section
11 7.2.3--

12 MR. STANLEY: Could you please state again
13 for the record what this is that you're referring
14 to. This is page 99 of what?

15 MR. FREIFELD: This is page 99 of
16 Verizon's proposed contract to WorldCom. This is
17 in particular the section of the contract dealing
18 with dark fiber, and I think it's labeled as
19 Exhibit C-1 to Verizon's answer to the petition
20 itself.

21 MR. STANLEY: Thank you.

22 MR. FREIFELD: If you could look at

1 Section 7.2.3, it provides that a strand shall not
2 be deemed to be continuous if splicing is required
3 to provide fiber continuity between two locations.
4 Dark fiber will only be offered on a route-direct
5 basis where facilities exist.

6 I take it this means that if dark fiber
7 runs from point A to B, and that's the continuous
8 route, if the CLEC has fiber running to point C, it
9 can then splice in to this fiber and thereby create
10 a route from C--that is, the CLEC point--to either
11 A or B?

12 MS. DETCH: Are you asking if the CLEC can
13 splice directly to a Verizon fiber? Can you repeat
14 your question?

15 MR. FREIFELD: Yes.

16 You have Verizon fiber running in a
17 continuous strand, by your definition, from
18 Verizon's central office A to B.

19 MS. DETCH: Okay.

20 MR. FREIFELD: Imagine there is a WorldCom
21 office midway between A and B but a couple of
22 blocks north.

1 MS. DETCH: Okay.

2 MR. FREIFELD: You're suggesting, I
3 believe, by this provision that CLEC can only
4 access fiber from points A to B; is that correct?

5 MS. DETCH: As opposed to...

6 MR. FREIFELD: As opposed to the WorldCom
7 point that you probably added to the diagram being
8 point C.

9 MS. DETCH: Well, if we had a direct route
10 from either office A to WorldCom or office B to
11 WorldCom, they could access the fiber.

12 MR. FREIFELD: I know, but that's not the
13 scenario I asked you about.

14 MS. DETCH: I don't understand. Where is
15 the fiber route between WorldCom and where so I
16 could make the scenario?

17 MR. FREIFELD: The only fiber route at the
18 moment is A to B; that is, the two Verizon points.
19 WorldCom has an office or node on a ring couple of
20 blocks north of that A to B route.

21 MS. DETCH: Okay.

22 MR. FREIFELD: WorldCom would like to run